

EXHIBIT A

SUMEC NORTH AMERICA

Contract No.: PS-SNA160315-USA-ZS

Contract date: Mar. 15 2016

Purchase Contract

The Buyer: SUMEC NORTH AMERICA INC.

The Seller: ET Solar, Inc.

Address: 13128 Imperial Highway, Santa Fe Springs, CA 90670

Address: 4900 Hopyard Road, Suite 310 Pleasanton, CA 94588 , USA

Tel: +1 310 889 0750 / (562)999-3807

Tel: +1 (925) 460-9898

Fax: +1 (562)645-4171

Fax: +1 (925) 460-9929

Email:

Email:

Purchase Contract (the "Contract") is an OEM production contract, is made by and between **SUMEC NORTH AMERICA INC.** hereinafter called the "Buyer" and **ET Solar, Inc.** Hereinafter called the "Seller". The Seller and Buyer (each of them a "Party", jointly the "Parties") hereby enter into the following contract for the supply by the Seller to the Buyer of Solar Modules (with same meaning as PV Modules in this contract) (OEM production, with brand instructed by Buyer) with the following.

I. DESCRIPTION OF THE GOODS

Product Name	Peak Power (Watt/PC)	Quantity		Unit price(US\$)		Amount (US\$)
		PCS	Watt	DDP SAVANNAH, GA		
PS315P-24/T	315	56,453	17,782,695	0.5856	/W	USD 10,413,546.19
		56,453	17,782,695			USD 10,413,546.19

- A. **Delivery address:** The project site or warehouse near Savannah Port, GA. The price above includes the anti-dumping and countervailing duty deposit collectively estimated at 28.42%, which is equivalent to the deposit rate of $USD0.45/watt \times 28.42\% = USD0.12789/watt$.

Specification:

All the solar modules are marked with brand or other destination as further instructed by the Buyer.

All the goods are tariff free, which means all goods are delivered upon customs clearance in the USA, and the Seller has already paid all duty, tax and associated fees and expenses, including but not limited to anti-dumping and countervailing duties or deposits.

THE TOTAL CONTRACT AMOUNT IN USD: TEN MILLION FOUR HUNDRED AND THIRTEEN THOUSAND FIVE HUNDRED AND FORTY SIX AND NINETEEN CENTS ONLY.

II. PACKING

Standard packing for export, 552pcs/40HQ . If the Buyer has special requirements for packing, he shall pay such fees to the Seller.

III. DOCUMENTS REQUIREMENT:

- B. Full set of 1 copy Bills of Lading (Telex released Bills of Lading are acceptable according to the Buyer's notification) . In such Bills of Lading, the Consignee shall be the Seller rather than the Buyer.
- C. Two copies of Commercial invoice & packing list

SUMEC NORTH AMERICA

Contract No.: PS-SNA160315-USA-ZS

Contract date: Mar. 15 2016

IV. Shipment and Delivery:

The Buyer will nominate the shipping agency and shipping liner to arrange shipments, also will arrange the insurance from Chinese warehouse to USA final delivery site. Even it is DDP term, the Buyer is in charge of and will pay the shipping cost to the shipping agency directly.

- A. The goods should arrive at destination port no later than Jun.25, 2016. Early shipment is preferred. If pre-payment delays, the delivery date may also delay accordingly.
- B. Partial shipments and transshipment are allowed, the Seller shall choose the direct shipment as priority to save the lead time of delivery.
- C. Unless otherwise agreed upon, the delivery terms stipulated in this Contract are subject to the International Chamber of Commerce (ICC) publication INCOTERMS 2010 in its most updated version on the date from which this Contract comes into force.
- D. Fees for shipment, delivery, and insurance and shall be at cost of the Buyer.

V. PAYMENT TERMS

The Buyer shall pay the payment as follows:

- A. 25% of the each shipment amount shall be paid by the Buyer within seven (7) days with notice from the Seller before the goods arrived at the port of USA.
- B. The balance 75% shall be paid around (sixty) 60 days from the date goods arrived and inspected at the Buyer's warehouse.
- C. All bank charges occurring in Remitter's side shall be borne by the Remitter; while all bank charges occurring in Receiver's side shall be borne by the Receiver.
- D. The Seller's bank account details as below:

BANK INFO:

Bank Name : CHINA CITIC BANK TAIZHOU BRANCH

BANK ADDRESS : 15 Gulou RD, Taizhou 225300, China

SWIFT CODE : CIBKCNBJXXX

Account No. : NRA7357011482600005795

Account Name : ET Solar Inc

VI. TERMINATION

- A. Unless otherwise provided herein, neither party is entitled to terminate the Contract unilaterally. The party that terminates the Contract without obtaining prior written consent of the other party shall be fully liable for all damages thus caused to the other party.
- B. In case Seller fails to supply Goods to Buyer as required hereunder, Buyer has right to terminate this Contract and Seller shall refund all paid amount to Buyer (the reasonable cost can be deducted by mutual negotiation). In case the Contract is terminated in accordance with mutual negotiation, the Parties hereto shall settle the part of the Contract that has already been performed in a timely manner, the rest of the Contract shall be relieved.
- C. Unless otherwise agreed thereof, the Buyer fails to make payment exceed 30 days according to the stipulations herein without reasonable cause, Seller shall be entitled to terminate this Contract and charge the reasonable fee which is already happened to Buyer.

VII. FORCE MAJEURE

- A. Force majeure includes, but is not limited to, natural disasters, wars, strikes, governmental sanctions, but does not include epidemic.
- B. In the event of force majeure, the Seller may not to be held responsible for late delivery of the Modules exclusively resulting from the event of force majeure, provided the Seller had promptly advised the Buyer in writing after the occurrence of the event of force majeure mentioned above and had provided evidence within 10 Days after its occurrence.

SUMEC NORTH AMERICA

Contract No.: PS-SNA160315-USA-ZS

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- C. Unless force majeure event occurred, otherwise the Seller shall be under the obligation to take all necessary measures to ensure timely and full delivery of the Modules.

VIII. LIABILITY

- A. Neither Party to this Contract shall assign this Contract in whole or in part without the prior written approval of the other Party; provided, however, that such approval shall not be unreasonably withheld.

IX. ARBITRATION

Any dispute arising from or in connection with this Contract shall be submitted to China International Economic and Trade Arbitration Commission (CIETAC) for arbitration. The arbitration venue shall be in Shanghai. The arbitral award shall be final and binding upon both Parties. The arbitration shall be conducted in accordance with the Commission's arbitration rules in effect at the time of applying for arbitration, subject to the following modifications: (1) the arbitration shall be conducted exclusively in Chinese. (2) the presiding arbitrator shall in no circumstances be an individual who holds (or has at any time in his or her lifetime held) the same nationality as any of the Parties. The Contract including all Appendices is subject to the law of the People's Republic of China.

X. MISCELLANEOUS

- A. This contract comes into force upon duly signed or sealed by Parties to the Contract. This contract is made in English in two (2) originals, one for each of the Parties respectively. The duly signed copies have the same force as the originals. "Day(s)" in this contract refers to calendar day(s).
- B. Delivered quantity, and thus invoiced value, is defined by the sum of rated power of the modules.
- C. Expiration or termination of this Contract shall not in any way affect accrued right and/or obligations hereunder on or before the date of above expiration or termination, and/or any and all provisions of this Contract relating to unresolved disputes, resolution of disputes and/or indemnification which shall survive any expiration or termination of this Contract.
- D. .
- E. Parties agree that this Contract may be amended, supplemented or modified only by way of a written agreement signed by both Parties.
- F. The invalidity, in whole or in part, of any term of this Contract does not affect the validity of the remainder of the Contract.

The Buyer: **SUMEC NORTH AMERICA INC**

The Seller: **ET Solar, Inc.**

Signature:

Title:

Date:



Signature:

Title:

Date